Exhibits to Affidavit of John Kohut filed March 7, 2008 (Part 2)

EXHIBIT F

0-1278

Subject: NDA and Meeting particulars
From: "Gerry Fishbeck" <gfishbeck@urrc.net>
Date: Fri, 29 Oct 2004 12:15:15 -0400
To: "Paul Marty" <paul.marty@mipna.com>
CC: "John Kohut" <ramko@earthlink.net>, "Carlos Gutierrez" <cgutierrez@urrc.net>

Dear Paul,

Attached please find our standard two way NDA. If you want to discuss it please let me know. If it is acceptable please just fill in the company and individual names and address and email back to me. I will print copies for execution at our meeting.

Attending the meeting from the URRC side will be;
Carlos Gutierrez - President
Gerry Fishbeck - Vice President
John Kohut - Board Member/Financial

Carlos and I land in LaGuardia about 9:00 am. We will rendezvous with John and come to your offices shortly thereafter. Our return flight is at 4:00 pm so we will have more than enough time.

If you would please return the list of those individuals attending from Mitsubishi, the address of your building and floor number we should come to for the meeting.

Also is it possible to have computer based projection equipment in the room? We may have a power point presentation and a short video that may help facilitate our introduction.

Thanks and we look forward to seeing you next Friday.

Gerry Fishbeck

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EXHIBIT G

INVESTMENT BANKING ENGAGEMENT AGREEMENT

Agreement, dated as of January 10, 2005 between United Resource Recovery Company, Inc., a South Carolina corporation, having an address at 5396 Blackstock Road. Spartanburg, S.C. 29303 (the "Company") and RamKo Capital, Inc., a New York corporation, having an address at 111 East 80th Street, New York, New York 10021 ("RamKo")

The parties hereto agree as follows:

1. Retention. The Company retains RamKo to identify institutions, investors or other entities ("Interested Parties") interested in (a) selling a part or all of its assets or its business to the Company, (b) a merger with the Company, (c) purchasing some or all of the capital stock or substantially all of the assets of the Company, or (d) providing equity or debt, other than senior debt, (i) to support a restructuring, capitalization or recapitalization of the Company or (ii) to retire any portion of the present equity interests in the Company (each a "Transaction" and collectively, the "Transactions") and to be the Company's investment banker for any such Transactions.

2. Non-exclusive Banker. The Company grants to RamKo (a) the right to identify Interested Parties for any such Transactions, and (b) the sole and exclusive right to be the Company's investment banker in connection with any such Transactions, for a period of twenty-four (24) months from the date of this Agreement.

3. Compensation. In the event the Company shall consummate any Transaction or any portion thereof, the Company shall pay to RamKo a fee reasonable in the investment banking community for, as appropriate, the identification of Interested Parties and for acting as the Company's investment banker in connection with transactions similar in structure and size to the Transaction to be consummated, some or all of which fee may be paid by the issuance of capital stock, or options or rights to purchase capital stock, of the Company or its parent company, the terms and amount of which issuance may be mutually agreed upon among the parties. Such fee shall be payable upon execution of the documents consummating the Transaction. Also, the Company will pay to RamKo a fee if, within two years from the termination of the exclusive period stated in this Section 3, it closes a transaction with any Interested Party which RamKo solicited on behalf of the Company.

4. Expenses. The Company shall pay RamKo it's reasonable, and necessary out—of—pocket expenses in an aggregate amount not to exceed $10,000. RamKo shall receive specific written approval from an executive officer of the Company for any amounts in excess of $10,000. Notwithstanding the foregoing, RamKo shall receive specific prior written approval from an executive officer of the Company for any travel expense in excess of $1,000. Whether or not any Transaction is consummated, RamKo shall be entitled to prompt reimbursement from the Company for such expenses upon submission by RamKo of itemized proof (to the extent reasonably available) that such expenses were actually incurred in the performance of services hereunder and the amount thereof. Any officer of RamKo shall be entitled to first class air accommodations for air travel that is scheduled to exceed 2 hours in connection with the rendering of services hereunder.

5. Indemnification. The Company shall indemnify and hold RamKo and its directors. shareholders, agents. officers and employees (the "Indemnified Parties") harmless from any alleged liability. loss or expense and all liability. loss or expense, including. without limitation attorneys' fees incurred by any Indemnified Party. in connection with any claim, action or other proceeding or allegation thereof arising out of any facts or circumstances relating to the Transactions or this Agreement whether or not any Indemnified Party is a party to such an action or proceeding, provided. that the Company shall not be liable for any of the foregoing to the extent they arise from any Indemnified Parties' gross negligence or willful misconduct.

6. Offering Documents. As it may be necessary to prepare and disseminate brochures or other informational documents (the "Informational Documents") in order to arrange for Transactions. RamKo will send the Company a copy of any such Informational Documents prior to their use and the Company will review the Informational Documents and. prior to any use thereof. advise RamKo in writing that it has reviewed and approves the use of the Selling Documents and believes them to be accurate and complete. The Company agrees that it will indemnify the Indemnified Parties in accordance with the provisions of Section 5 hereof for any loss. claim. damage or liability (including legal fees or other expenses incurred by the Indemnified Parties for investigating or defending any actions or threatened actions) based upon or arising out of any untrue statement or alleged untrue statement of facts contained in the Informational Documents. or any omission. or alleged omission to state a fact required to be stated therein or necessary to be stated therein to make the statements made therein not misleading.

7. Entire Contract. This Agreement contains the entire understanding of the parties and supersedes all previous verbal and written agreements. There are no other agreements, representations. or warranties not set forth herein.

8. Notices. Any and all notices or other documents under this Agreement shall be in writing and delivered personally or sent by registered or certified mail. postage prepaid. and return receipt requested. addressed to the Company or RamKo at the addresses first set forth in this Agreement. as the same may be changed by written notice to the other parties. No other method of giving notice is hereby precluded which gives actual notice to any party hereto.

9. Arbitration. Every dispute which may arise between the parties hereto with reference to this Agreement or the construction thereof or any matter contained in or arising out of this Agreement shall be referred to an arbitrator to be appointed by the parties hereto. If the parties cannot agree on an arbitrator. the arbitrator shall be selected by the American Arbitration Association.

10. Non-Waiver. No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right. shall constitute a waiver of that or any other right. unless otherwise expressly provided herein.

11. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

12. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

13. Counterparts. This Agreement may be executed in two or more counterparts. each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns.

15. Independence and Set-Off. It is understood and agreed between the parties hereto that this Agreement is independent from and not conditional upon nor related to the execution or performance by either party of any other agreement between the parties. Neither party shall have any right to offset any claims arising from any other agreement or action not directly resulting from the services rendered hereunder against payments due hereunder.

16. Confidentiality. All information regarding the business of the Company or any of its directors. shareholders. subsidiaries or affiliates (including without limitation. records. clients and customer lists. data documents and methods) cou: lied by, obtained by or furnished to RamKo while it is retained by or associated with any of the foregoing is acknowledged to be confidential information and the exclusive property of such companies. During or after the termination of this Agreement. RamKo agrees that it will not. directly or indirectly. divulge or use such information other than in the ordinary course of business for the Company or any of its shareholders. subsidiaries or affiliates. Upon termination of this Agreement, RamKo shall return to the Company. or destroy. any material involving any such confidential information.

17. Payment of Expenses. The Company agrees to pay for and hold RamKo harmless for all out—of—pocket costs and expenses of RamKo (including. without limitation. the fees and out—of—pocket expenses of all counsel retained by RamKo) arising in connection with the entering into. administration (including without limitation. any waiver. amendment or modification) or enforcement of. or preservation of rights under. this Agreement and any of the documents contemplated thereby.

18. Survival of Certain Provisions The provisions of this Section and Sections 5. 6. 16, 17 and 18 of this Agreement shall survive the expiration of this Agreement.

United Resource Recovery Corporation

By:

Name
Title:

RamKo Capital. Inc.

By

Name: John W. Kohut
Title: Managing Partner

EXHIBIT H

H-0581

Subject: DMS
From: "John W. Kohut" <ramko@earthlink.net>
Date: Sat, 16 Jul 2005 23:12:19 -0400
To: Gerry Fishbeck <gfishbeck@urrc.net>
CC: "Carlos D. Gutierrez" <cgutierrez@urrc.net>

Gerry,

The guys at DMS have revised their numbers (as of July 1st). I'll send you a revised copy of my analysis. The net result is there appears to be a $250,000-$300,000 difference. About 2/3rds of the difference appears to be a rather high charge for Furnace charges and their maintenance number is about twice ours). Since I get there by allocation of our G&A, and since many of our silver costs are allocations as between silver and UnPET, for the purposes of projections, both processes can be deemed effectively equal. (decisions of whether to reduce and smelt or continue using Kodak etc or what to do about the growing dry view - can be made post initial projections) Attached herewith is my first shot at a combined operation. Could you take a look and tell me your reaction.

I assume we'll lose about 20% of the combined revenues. Bottom line is C of G is proportionately the same by volume (there are pluses and minuses that seem to irradicate any change). SGA moves to about 75% of the previous relationship (economies of scale).
Carlos had me assume a price - all-in of $3.5 million. I get there by $1.5 million cash up front and a note for $2 million (payable over the first year of combination). The note - the way I have done it - can be seller finance or third party...but either way can be retired within a year based on increased cash flow. Assuming we do anything with UnPET, we probably won't finance it this way, but for current purposes - it works...What do you think the operation looks like as a silver stand alone. Even though you have not actively been into DMS numbers - with the postulate that they are about as effective as we are, I believe we could look at the numbers of where we would be if volumes went up to those projected here. I have not reduced any G&A, since I don't believe it would be reduced. If you look at the consolidated tab - you can see the overall effect.

Thanks,,

"K"

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URRC

Silver

Management Case

($ in millions)	Ref Year	1	2	3	4	5	6	7	8	9	10	11	12
INCOME STATEMENT	**2003**	**Q1 04**	**Q2 04**	**Q3 04**	**Q4 04**	**Q1 05**	**Q2 05**	**Q3 05**	**Q4 05**	**Q1 06**	**Q2 06**	**Q3 06**	**Q4 06**
Revenues	6.83	3.05	2.65	2.91	2.66	2.84	2.78	2.76	4.47	4.94	4.85	4.82	4.72
Cost of Revenue	5.90	2.29	1.95	2.09	1.98	1.94	2.06	2.04	3.31	3.66	3.59	3.57	3.49
Gross Margin	0.93	0.76	0.69	0.82	0.68	0.90	0.72	0.72	1.16	1.28	1.26	1.25	1.23
SGA	0.52	0.09	0.11	0.09	0.09	0.10	0.11	0.11	0.18	0.19	0.17	0.17	0.17
EBITDA	0.41	0.67	0.58	0.73	0.60	0.80	0.61	0.61	0.98	1.10	1.09	1.08	1.06
multiple of IRR equal: #NUM!								**0.00**				**0.00**	
Amortization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Interest Expense	0.00	0.00	0.01	0.01	0.02	0.01	0.00	0.00	0.04	0.03	0.02	0.01	0.00
CapitalLease Interest Expense	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.02	0.02	0.01
Subordinated Interest Expense	0.01	0.00	0.00	0.00	0.00	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
7 year Depreciation	0.11	0.03	0.03	0.02	0.02	0.03	0.01	0.11	0.15	0.15	0.15	0.15	0.15
10 year Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EBT	0.28	0.63	0.55	0.70	0.55	0.74	0.59	0.48	0.78	0.91	0.90	0.90	0.89
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.35	0.35	0.35	0.35
Net Income	**0.28**	**0.63**	**0.55**	**0.70**	**0.55**	**0.74**	**0.59**	**0.48**	**0.78**	**0.55**	**0.55**	**0.55**	**0.54**
Minority Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

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Silver

Management Case

($ in millions)	Ref Year	1	2	3	4	5	6	7	8	9	10	11	12
BALANCE SHEET	2003	Q1 04	Q2 04	Q3 04	Q4 04	Q1 05	Q2 05	Q3 05	Q4 05	Q1 06	Q2 06	Q3 06	Q4 06
Current Assets													
Cash and cash equivalents	0.22	0.28	1.44	2.30	1.03	0.88	2.56	0.43	0.85	0.99	1.15	1.30	1.97
Accounts receivable - Trade (net of all	0.24	0.67	0.10	0.14	0.12	0.20	0.17	0.17	0.27	0.30	0.29	0.29	0.28
Inventory	0.22	0.41	0.45	0.30	0.23	0.62	0.41	0.66	0.73	0.72	0.71	0.70	0.77
Prepaid Expenses/Other	0.01	0.07	0.08	0.02	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Total Current Assets	0.69	1.44	2.06	2.77	1.41	1.74	3.17	1.30	1.89	2.05	2.19	2.33	3.07
Other Assets	0.11	0.09	0.09	0.07	0.07	0.07	0.07	0.07	0.07	1.57	1.55	1.52	1.50
Property & Equipment (net of accumu	1.04	0.96	0.93	0.99	0.99	1.01	0.07	3.90	3.78	3.66	3.53	3.40	3.28
Total Assets	**1.84**	**2.48**	**3.08**	**3.83**	**2.47**	**2.83**	**3.31**	**5.28**	**5.74**	**7.27**	**7.27**	**7.26**	**7.84**
Current Liabilities													
Accounts Payable	0.55	0.70	0.53	0.63	0.83	0.65	0.51	0.83	0.91	0.90	0.89	0.87	0.96
Current portion of Long Term Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.07	0.07	0.07	0.07	0.07	0.07	0.07
Accrued Expenses	0.02	0.15	0.20	0.27	0.19	0.05	0.00	0.20	0.33	0.37	0.36	0.36	0.35
Accured Interest and fees	0.00	0.00	0.00	0.00	0.01	0.01	0.01	0.01	0.03	0.02	0.02	0.02	0.01
Customer Advances									0.00				
Total Current Liabilities	0.57	0.85	0.73	0.90	1.03	0.72	0.59	1.12	1.34	1.36	1.34	1.32	1.39
Long-Term Liabilities													
Long Term Debt	0.12	0.00	0.00	0.00	0.00	0.00	0.00	2.00	1.50	1.00	0.50	0.00	0.00
Long Term Capital Lease	0.23	0.21	0.38	0.32	0.22	0.23	0.16	0.12	0.09	1.55	1.51	1.47	1.43
Long Term Subordinated Debt	0.61	0.66	0.66	0.61	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66
Total Long-Term Liabilities	0.96	0.87	1.04	0.93	0.88	0.89	0.82	2.78	2.25	3.21	2.67	2.13	2.09
Total Liabilities	1.53	1.72	1.77	1.83	1.91	1.61	1.42	3.90	3.59	4.56	4.01	3.44	3.48
Stockholders' Equity													
Minority Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Common Stock	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Preferred Shares (interco)	0.00	0.00	0.00	0.00	(2.00)	(2.00)	(2.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)
Additional Paid-in Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retained earnings	(0.66)	(0.21)	0.34	1.04	1.59	2.33	2.93	3.40	4.19	4.74	5.29	5.84	6.39
Total Stockholders' Equity	0.31	0.76	1.31	2.01	0.56	1.20	1.90	1.38	2.16	2.71	3.26	3.81	4.36
Total Liabilities and Stockholders'	**1.84**	**2.48**	**3.08**	**3.84**	**2.47**	**2.82**	**3.31**	**5.28**	**5.75**	**7.27**	**7.27**	**7.26**	**7.84**

URRC

Silver

Management Case

($ in millions)	Ref Year	1	2	3	4	5	6	7	8	9	10	11	12
Cash Flow	**2003**	**Q1 04**	**Q2 04**	**Q3 04**	**Q4 04**	**Q1 05**	**Q2 05**	**Q3 05**	**Q4 05**	**Q1 06**	**Q2 06**	**Q3 06**	**Q4 06**
OPERATING ACTIVITIES:													
Net Income	0.00	0.63	0.55	0.70	0.55	0.74	0.59	0.48	0.78	0.55	0.55	0.55	0.54
Adjustments to reconcile net income to net cash used in operating activities-													
Depreciation and Amortization	0.00	0.03	0.03	0.02	0.02	0.03	0.01	0.11	0.15	0.15	0.15	0.15	0.15
Minority Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Increase) decrease in Assets													
Accounts Receivable Trade	0.00	(0.43)	0.57	(0.04)	0.02	(0.08)	0.04	0.00	(0.10)	(0.03)	0.01	0.00	0.01
Inventory	0.00	(0.19)	(0.04)	0.14	0.08	(0.39)	0.21	(0.25)	(0.07)	0.01	0.00	0.01	(0.07)
Prepaid Expenses/Other	0.00	(0.06)	(0.01)	0.05	(0.02)	(0.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Assets	0.00	0.02	0.00	0.01	0.00	0.00	0.00	0.00	0.00	(1.50)	0.02	0.02	0.02
Increase (Decrease) in Liabilities													
Accounts Payable	0.00	0.15	(0.18)	0.10	0.21	(0.18)	(0.14)	0.32	0.09	(0.02)	(0.00)	(0.02)	0.09
Accrued Expenses	0.00	0.13	0.06	0.07	(0.08)	(0.13)	(0.05)	0.20	0.13	0.03	(0.01)	(0.00)	(0.01)
Accrued Interest and fees	0.00	0.00	0.00	(0.00)	0.01	0.01	(0.00)	0.00	0.01	(0.00)	(0.00)	(0.00)	(0.00)
Net Cash Flows from Operating Activ	0.00	0.28	0.99	1.06	0.79	(0.01)	0.65	0.86	0.99	(0.80)	0.72	0.72	0.73
INVESTING ACTIVITIES:													
(Increase) Decrease													
Purchases of and Deposits on Prop	0.00	0.000	0.000	(0.087)	(0.015)	(0.061)	0.939	(3.950)	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)
FINANCING ACTIVITIES:													
Advances, note payable, bank - Ne	0.00	0.00	0.17	(0.11)	(0.05)	0.01	0.00	1.96	(0.54)	0.96	(0.54)	(0.54)	(0.04)
Additional Paid-in Capital	0.00	0.00	0.00	0.00	(2.00)	0.00	0.00	(1.00)	0.00	0.00	0.00	0.00	0.00
Net Increase (Decrease) in Cash and (	0.00	0.28	1.16	0.87	(1.28)	(0.06)	1.59	(2.13)	0.42	0.14	0.16	0.16	0.67
Cash and Cash Equivalents, (beginnin	0.00	0.00	0.28	1.44	2.30	1.03	0.97	2.56	0.43	0.85	0.99	1.15	1.30
Cash and Cash Equivalents, (end of	**0.00**	**0.28**	**1.44**	**2.30**	**1.03**	**0.97**	**2.56**	**0.43**	**0.85**	**0.99**	**1.15**	**1.30**	**1.97**

URRC

Silver

Management Case

($ in millions)	Ref Year	1	2	3	4	5	6	7	8	9	10	11	12
Statistics	2003	Q1 04	Q2 04	Q3 04	Q4 04	Q1 05	Q2 05	Q3 05	Q4 05	Q1 06	Q2 06	Q3 06	Q4 06
Gross Margin		24.9%	26.2%	28.1%	25.6%	31.7%	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%
EBITDA Margin		21.8%	22.0%	25.1%	22.4%	28.1%	22.0%	22.0%	22.0%	22.3%	22.4%	22.4%	22.4%
Net Income Margin		20.8%	20.7%	24.0%	20.8%	26.2%	21.3%	17.4%	17.5%	11.2%	11.3%	11.4%	11.5%
Working Capital		0.3	-0.1	-0.4	-0.6	0.2	0.1	-0.2	-0.2	-0.2	-0.2	-0.2	-0.2
Days Payable		27.7	24.3	27.1	38.0	30.2	22.4	36.4	24.9	22.1	22.4	22.0	24.7
Days Receivable		19.9	3.4	4.2	4.0	6.5	5.4	5.4	5.4	5.4	5.4	5.4	5.4
Days Inventory		16.1	20.6	13.1	10.4	28.7	17.9	29.1	19.9	17.7	17.9	17.6	19.8
Total Debt/EBITDA		1.3	1.8	1.3	1.5	1.1	1.5	4.7	2.4	3.0	2.5	2.0	2.0
EBIT/Interest		185.3	84.8	81.0	29.0	39.3	45.0	40.9	17.9	24.8	31.6	44.2	71.9
New Debt Schedule	2003	Q1 04	Q2 04	Q3 04	Q4 04	Q1 05	Q2 05	Q3 05	Q4 05	Q1 06	Q2 06	Q3 06	Q4 06
Beginning Notes Payable Balance		0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	1.50	1.00	0.50	0.00
New Notes Payable		0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	0.00
New Beginning Notes Payable Balance		0.00	0.00	0.00	0.00	0.00	0.00	2.00	2.00	1.50	1.00	0.50	0.00
Projected Notes Payable Repayments		0.00	0.00	0.00	0.00	0.00	0.00	0.00	(0.50)	(0.50)	(0.50)	(0.50)	0.00
Additional Notes Payable Payments		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Notes Payable Balance		0.00	0.00	0.00	0.00	0.00	0.00	2.00	1.50	1.00	0.50	0.00	0.00
Beginning Capital Lease Balance		0.60	0.57	0.32	0.28	0.24	0.20	0.16	0.12	0.09	1.55	1.51	1.47
New Capital Lease		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.50	0.00	0.00	0.00
New Capital Lease Balance		0.60	0.57	0.32	0.28	0.24	0.20	0.16	0.12	1.59	1.55	1.51	1.47
Projected Capital Lease Repayment		#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########
Additional Capital Lease Payments		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Capital Lease Balance	0.60	0.57	0.54	0.2808	0.24	0.20	0.16	0.12	0.09	1.55	1.51	1.47	1.43
Beginning Subordinate Balance		0.00	0.00	0.00	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66
New Subordinate Debt		0.00	0.00	0.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
New Beginning Subordinate Balance		0.00	0.00	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66
Projected Subordinate Repayments		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Additional Subordinate Payments		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Subordinate Balance		0.00	0.00	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66
Total Debt		0.57	0.54	0.94	0.90	0.86	0.82	2.78	2.25	3.21	2.67	2.13	2.09
	2003	Q1 04	Q2 04	Q3 04	Q4 04	Q1 05	Q2 05	Q3 05	Q4 05	Q1 06	Q2 06	Q3 06	Q4 06
7 year Depreciation													
Processing Equipment		0.00	0.00	0.02	0.02	0.06	0.06	3.95	0.03	0.03	0.03	0.03	0.03
Cumulative Processing Equipment	1.04	1.04	1.04	1.06	1.07	1.14	0.20	4.15	4.17	4.20	4.22	4.25	4.27
10 year Depreciation													
Engineering		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cumulative Engineering		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Installation/Startup		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cumulative Installation/Startup		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contingency		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cumulative Contingency		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 10 year Depreciation		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Depreciable Expenditures		1.04	1.04	1.06	1.07	1.14	0.20	4.15	4.17	4.20	4.22	4.25	4.27

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Silver

Management Case

($ in millions)	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
INCOME STATEMENT	Q1 07	Q2 07	Q3 07	Q4 07	Q1 08	Q2 08	Q3 08	Q4 08	Q1 09	Q2 09	Q3 09	Q4 09	Q1 10	Q2 10	Q3 10	Q4 10
Revenues	5.19	5.09	5.06	4.96	5.45	5.34	5.31	5.21	5.72	5.61	5.58	5.47	6.01	5.89	5.86	5.74
Cost of Revenue	3.84	3.77	3.75	3.67	4.03	3.95	3.93	3.85	4.23	4.15	4.13	4.04	4.44	4.36	4.34	4.25
Gross Margin	1.35	1.32	1.32	1.29	1.42	1.39	1.38	1.35	1.49	1.46	1.45	1.42	1.56	1.53	1.52	1.49
SGA	0.19	0.18	0.18	0.18	0.20	0.19	0.19	0.19	0.21	0.20	0.20	0.20	0.22	0.21	0.21	0.21
EBITDA	1.16	1.14	1.13	1.11	1.22	1.20	1.19	1.17	1.28	1.26	1.25	1.22	1.35	1.32	1.31	1.29
multiple of IRR equal: #NUM!			**0.00**				**0.00**				**0.00**				**38.07**	
Amortization	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Senior Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CapitalLease Interest Expense	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Subordinated Interest Expense	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
7 year Depreciation	0.15	0.15	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.17	0.17	0.17
10 year Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EBT	0.99	0.97	0.96	0.94	1.05	1.02	1.02	0.99	1.11	1.08	1.07	1.05	1.17	1.14	1.13	1.11
Taxes	0.39	0.38	0.38	0.37	0.41	0.40	0.40	0.39	0.43	0.42	0.42	0.41	0.45	0.44	0.44	0.43
Net Income	**0.61**	**0.59**	**0.59**	**0.57**	**0.64**	**0.63**	**0.62**	**0.61**	**0.67**	**0.66**	**0.65**	**0.64**	**0.71**	**0.70**	**0.69**	**0.67**
Minority Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

URRC

Silver

Management Case

($ in millions)	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
BALANCE SHEET	**Q1 07**	**Q2 07**	**Q3 07**	**Q4 07**	**Q1 08**	**Q2 08**	**Q3 08**	**Q4 08**	**Q1 09**	**Q2 09**	**Q3 09**	**Q4 09**	**Q1 10**	**Q2 10**	**Q3 10**	**Q4 10**
Current Assets																
Cash and cash equivalents	2.59	3.29	3.99	4.70	5.46	6.20	6.95	7.74	8.57	9.39	10.20	11.02	11.90	12.69	13.54	14.17
Accounts receivable - Trade (net of all	0.31	0.31	0.30	0.30	0.33	0.32	0.32	0.31	0.34	0.34	0.33	0.33	0.36	0.35	0.35	0.34
Inventory	0.75	0.75	0.73	0.81	0.79	0.79	0.77	0.85	0.83	0.83	0.81	0.89	0.87	0.87	0.85	0.00
Prepaid Expenses/Other	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
Total Current Assets	3.69	4.39	5.07	5.84	6.62	7.35	8.09	8.94	9.79	10.60	11.39	12.28	13.18	13.96	14.79	14.56
Other Assets	1.47	1.45	1.42	1.40	1.37	1.35	1.32	1.30	1.27	1.25	1.22	1.20	1.17	1.15	1.12	1.10
Property & Equipment (net of accumu	3.15	3.02	2.89	2.76	2.62	2.49	2.36	2.22	2.09	1.95	1.81	1.67	1.54	1.40	1.25	1.11
Total Assets	**8.31**	**8.85**	**9.38**	**10.00**	**10.61**	**11.19**	**11.76**	**12.46**	**13.15**	**13.79**	**14.43**	**15.16**	**15.89**	**16.50**	**17.16**	**16.77**
Current Liabilities																
Accounts Payable	0.94	0.94	0.92	1.01	0.99	0.98	0.96	1.06	1.04	1.03	1.01	1.11	1.09	1.08	1.06	0.00
Current portion of Long Term Debt	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.07	0.00	0.00	0.00
Accrued Expenses	0.38	0.38	0.37	0.37	0.40	0.40	0.39	0.39	0.42	0.42	0.41	0.40	0.44	0.44	0.43	0.42
Accured Interest and fees	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01	0.01
Customer Advances																
Total Current Liabilities	1.41	1.40	1.38	1.46	1.48	1.46	1.44	1.53	1.55	1.53	1.51	1.60	1.62	1.53	1.51	0.44
Long-Term Liabilities																
Long Term Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Long Term Capital Lease	1.28	1.24	1.20	1.16	1.12	1.08	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
Long Term Subordinated Debt	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66
Total Long-Term Liabilities	1.94	1.90	1.86	1.82	1.78	1.74	1.72	1.72	1.72	1.72	1.72	1.72	1.72	1.72	1.72	1.72
Total Liabilities	3.35	3.30	3.24	3.28	3.26	3.21	3.16	3.25	3.27	3.25	3.23	3.32	3.34	3.26	3.23	2.16
Stockholders' Equity																
Minority Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Common Stock	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97	0.97
Preferred Shares (interco)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)	(3.00)
Additional Paid-in Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Retained earnings	6.99	7.58	8.17	8.75	9.39	10.01	10.63	11.24	11.91	12.57	13.23	13.86	14.58	15.27	15.96	16.64
Total Stockholders' Equity	4.96	5.56	6.14	6.72	7.36	7.98	8.60	9.21	9.88	10.54	11.20	11.84	12.55	13.24	13.93	14.61
Total Liabilities and Stockholders'	**8.31**	**8.85**	**9.38**	**10.00**	**10.62**	**11.19**	**11.77**	**12.46**	**13.15**	**13.80**	**14.43**	**15.16**	**15.89**	**16.50**	**17.16**	**16.77**

URRC

Silver

Management Case

($ in millions)	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Cash Flow	**Q1 07**	**Q2 07**	**Q3 07**	**Q4 07**	**Q1 08**	**Q2 08**	**Q3 08**	**Q4 08**	**Q1 09**	**Q2 09**	**Q3 09**	**Q4 09**	**Q1 10**	**Q2 10**	**Q3 10**	**Q4 10**
OPERATING ACTIVITIES:																
Net Income	0.61	0.59	0.59	0.57	0.64	0.63	0.62	0.61	0.67	0.66	0.65	0.64	0.71	0.70	0.69	0.67
Adjustments to reconcile net income net cash used in operating activities-																
Depreciation and Amortization	0.15	0.15	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.16	0.17	0.17	0.17
Minority Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
(Increase) decrease in Assets																
Accounts Receivable Trade	(0.03)	0.01	0.00	0.01	(0.03)	0.01	0.00	0.01	(0.03)	0.01	0.00	0.01	(0.03)	0.01	0.00	0.01
Inventory	0.01	0.00	0.02	(0.07)	0.02	0.00	0.02	(0.08)	0.02	0.00	0.02	(0.08)	0.02	0.00	0.02	0.85
Prepaid Expenses/Other	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other Assets	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02
Increase (Decrease) in Liabilities																
Accounts Payable	(0.02)	(0.01)	(0.02)	0.09	(0.02)	(0.01)	(0.02)	0.10	(0.02)	(0.01)	(0.02)	0.10	(0.02)	(0.01)	(0.02)	(1.06)
Accrued Expenses	0.03	(0.01)	(0.00)	(0.01)	0.04	(0.01)	(0.00)	(0.01)	0.04	(0.01)	(0.00)	(0.01)	0.04	(0.01)	(0.00)	(0.01)
Accrued Interest and fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(0.00)	0.00
Net Cash Flows from Operating Activ	0.79	0.77	0.76	0.77	0.82	0.81	0.80	0.81	0.86	0.84	0.84	0.85	0.90	0.88	0.88	0.65
INVESTING ACTIVITIES:																
(Increase) Decrease																
Purchases of and Deposits on Prop	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)	(0.025)
FINANCING ACTIVITIES:																
Advances, note payable, bank - Ne	(0.15)	(0.04)	(0.04)	(0.04)	(0.04)	(0.04)	(0.02)	0.00	0.00	0.00	0.00	0.00	0.00	(0.07)	0.00	0.00
Additional Paid-in Capital	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net Increase (Decrease) in Cash and (	0.61	0.71	0.70	0.71	0.76	0.74	0.75	0.78	0.84	0.82	0.81	0.82	0.88	0.79	0.85	0.63
Cash and Cash Equivalents, (beginnin	1.97	2.59	3.29	3.99	4.70	5.46	6.20	6.95	7.74	8.57	9.39	10.20	11.02	11.90	12.69	13.54
Cash and Cash Equivalents, (end of	2.59	3.29	3.99	4.70	5.46	6.20	6.95	7.74	8.57	9.39	10.20	11.02	11.90	12.69	13.54	14.17

URRC

Silver

Management Case

($ in millions)	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Statistics	Q1 07	Q2 07	Q3 07	Q4 07	Q1 08	Q2 08	Q3 08	Q4 08	Q1 09	Q2 09	Q3 09	Q4 09	Q1 10	Q2 10	Q3 10	Q4 10
Gross Margin	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%	26.0%
EBITDA Margin	22.4%	22.4%	22.4%	22.4%	22.4%	22.4%	22.4%	22.4%	22.4%	22.4%	22.4%	22.4%	22.4%	22.4%	22.4%	22.4%
Net Income Margin	11.7%	11.6%	11.6%	11.6%	11.7%	11.7%	11.7%	11.6%	11.8%	11.8%	11.7%	11.7%	11.8%	11.8%	11.8%	11.8%
Working Capital	-0.2	-0.2	-0.2	-0.2	-0.2	-0.2	-0.2	-0.2	-0.2	-0.2	-0.2	-0.3	-0.3	-0.3	-0.3	0.0
Days Payable	89.5	90.7	89.4	100.3	89.5	90.7	89.4	100.3	89.5	90.7	89.4	100.3	89.5	90.7	89.4	0.0
Days Receivable	21.9	21.9	21.9	21.9	21.9	21.9	21.9	21.9	21.9	21.9	21.9	21.9	21.9	21.9	21.9	21.9
Days Inventory	70.6	71.6	70.5	79.1	70.6	71.6	70.5	79.1	70.6	71.6	70.5	79.1	70.6	71.6	70.5	0.0
Total Debt/EBITDA	1.7	1.7	1.7	1.7	1.5	1.5	1.5	1.5	1.4	1.4	1.4	1.5	1.3	1.3	1.3	1.3
EBIT/Interest	79.1	77.6	77.1	75.5	83.1	81.5	81.0	79.4	87.3	85.6	85.1	83.4	91.7	89.9	98.4	96.4
New Debt Schedule	Q1 07	Q2 07	Q3 07	Q4 07	Q1 08	Q2 08	Q3 08	Q4 08	Q1 09	Q2 09	Q3 09	Q4 09	Q1 10	Q2 10	Q3 10	Q4 10
Beginning Notes Payable Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
New Notes Payable	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
New Beginning Notes Payable Balanc	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Projected Notes Payable Repayments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Additional Notes Payable Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Notes Payable Balance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Beginning Capital Lease Balance	1.43	1.28	1.24	1.20	1.16	1.12	1.08	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
New Capital Lease	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
New Capital Lease Balance	1.43	1.28	1.24	1.20	1.16	1.12	1.08	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
Projected Capital Lease Repayment	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########
Additional Capital Lease Payments	(0.11)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Capital Lease Balance	1.28	1.24	1.20	1.16	1.12	1.08	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06	1.06
Beginning Subordinate Balance	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66
New Subordinate Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
New Beginning Subordinate Balance	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66
Projected Subordinate Repayments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Additional Subordinate Payments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending Subordinate Balance	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66	0.66
Total Debt	1.94	1.90	1.86	1.82	1.78	1.74	1.72	1.72	1.72	1.72	1.72	1.72	1.72	1.72	1.72	1.72
	Q1 07	Q2 07	Q3 07	Q4 07	Q1 08	Q2 08	Q3 08	Q4 08	Q1 09	Q2 09	Q3 09	Q4 09	Q1 10	Q2 10	Q3 10	Q4 10
7 year Depreciation																
Processing Equipment	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03	0.03
Cumulative Processing Equipment	4.30	4.32	4.35	4.37	4.40	4.42	4.45	4.47	4.50	4.52	4.55	4.57	4.60	4.62	4.65	4.67
10 year Depreciation																
Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cumulative Engineering	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Installation/Startup	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cumulative Installation/Startup	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Cumulative Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total 10 year Depreciation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Depreciable Expenditures	4.30	4.32	4.35	4.37	4.40	4.42	4.45	4.47	4.50	4.52	4.55	4.57	4.60	4.62	4.65	4.67

EXHIBIT I

H-05863

Subject: DMS revised
From: "John W. Kohut" <ramko@earthlink.net>
Date: Sun, 17 Jul 2005 00:02:17 -0400
To: "Carlos D. Gutierrez" <cgutierrez@urrc.net>, John Drew <jdrew9999@yahoo.com>, Gerry Fishbeck <gfishbeck@urrc.net>

Attached herewith is a revision of my earlier assessment of DMS, reflecting their amending numbers, previously submitted. Effectively I conclude while we do some things different, the difference in processes would not undermine the economies of scale of the combination. Decisions on which road to take for various procedures are likely to improve the economies as opposed to be a make or break on the wisdom of the combination.

I am in the process of building initial projections of the combination. Issues for consideration would include;

- whether to keep benefits currently in Tennessee. To cancel them - or bring them in line with Spartanburg could cause disruption. To keep them likely will require their adoption in Spartanburg.

- whether the footprint in Knoxsville is sufficient to process the combined volume and whether the transfer of certain equipment from Spartanburg would allow certain functions to be taken in-house or improved.
- whether our process is more effective at dealing with Dry View. We need confirm that and determine if appropriate, can their process be improved.

- whether to continue to predominately sell mud to Kodak, roast, and smelt locally and depending on that answer, determine if the remaining 3 ovens would be sufficient to roast the mud from the combined operation and if it isn't, whether to buy as needed, sufficient additional ovens to roast the combined volume

- how fast dry view will grow presenting an increasing negative to operations. Knoxsville handles the dry view that can't be cleaned by third part furnace reduction. We would need consider spending the money to perfect an UnPET application to deal effectively with Dry View. In that light we need take a judgment whether available space and configuration in Knoxsville would be sufficient for an UnPET treatment of the silver operation. All interrelated considerations toward moving forward with DMS

- assuming it is judged the footprint is sufficient for our envisioned operations, we need a new lease with an option to but the property, as well as the smelting operation..

DMS -memo070605 rev7_15.doc	**Content-Type:**	application/msword
	Content-Encoding:	base64

DMS URRC comp 2004 7_01 rev.xls	**Content-Type:**	application/vnd.ms-excel
	Content-Encoding:	base64

MEMORANDUM

July 15 2005

Re: DMS – PRELIM-REVISED DUE DILIGENCE

Attached is the REVISED comparative of 2004, prepared as best I can in a format and comparable to our numbers.

We show ordinary income of $2.65 million but have the G&A charges separated. If we assume 1/3rd of G&A is allocated to each of international, UnPET and Silver, our net would be reduced to approx $2.15million. Depreciation is listed as a negative (adj) and correcting for that and the comparative rent, our net is approximately $2 million.

The attached estimate of ordinary income excludes a charge of $320,000 for the retirement of previously capitalized equipment (I'm told most from a closed down third location). It also excludes an $11,000 fine assessed by the Tennessee OSHA. We have applied a smelting fee (698,000) based on ounces poured for the 2004 washing operation. A major assumption (given to me) is that 50% of the utilities charge was attributable to the ovens (whose function and part of the equipment will be transferred to their operation, if we buy) and to the flat bed dryer that they are in the process of replacing. Hence our estimate uses only 50% of the actual utility charges for 04. This estimate approximates our Utility charges. Our estimate includes the salary ($65M) of the man who died (which they now exclude). Their equivalent ordinary income appears to be approximately $1.7 million.

Within that figure is a charge for Furnace Fees and disposal. Mike told me that they pay approximately $10,000 per truckload of barrels of PET they reduce to ash to extricate the silver. (They processed 18 truckloads).He had told me the volume dealt mostly with dry view and sweepings that couldn't be cleaned otherwise. They did say the process was cost efficient since they receive $5-$6,000 in silver per barrel versus that $10,000 charge. Raising the issue if their equipment can process dry view as efficiently (even today) as we can.

Mike claims business is broken down – approximately 9.3 million pounds as post consumer and approximately 1 million pounds post industrial. He claims the over all assay is 14%-15 % silver by volume. He said the post industrial was high teens and the post consumer ranged from a low of about 5% for dry view to 15% for the old ex-rays.

The building was dividended to the owners Real Estate company. Currently there is a three year lease which they have said they would recast to market. They claim Bldg is 33,000 – which includes offices and maintenance facility. They do not appear to have a lab on premises, hence send assay to third party. There appears to be a $25,000 "grinder expense" and I do not recall a grinder area. Raising the issue if property has a sufficient footprint for how we would envision the combined operation I am told (by Carlos) the footprint is sufficient.

They lease 7 fork lifts which cost them about $80,000 (60%lease pmt and 40% maintenance)

Their cost of maintenance is approx double ours questioning if they expense items, we capitalize but raising the issue – if we are going to depend on their equipment why their maintenance is so much greater.

They use about 60% more chemicals then we do for similar volumes…Why?

Mike receives…. salary $104,000
…bonus 58,690. He told me he has a company car and the Oil and gas expenses are company (no carve out)and he is covered by key man insurance.

Sales In 2004 and <u>not including</u> Mike's expenses above, they appeared to have spent $115,000, including $65,000 in salary to the salesman who died. Clearly both he and Mike had a job and there is a question whether he can do both jobs or will need a full time salesman (which is my financial assumption. He was said to have been in the industry forever raising the issue of how loyal are their customers?

Additional Issues…

Labor related - (we are relocating there.-difficult to change plus cannot treat Knoxville employees different (labor benefits) then you treat Spartanburg.
DMS has a 401K available to all employees
DMS healthcare is blue cross – blue shield with company paying 100% for both individual and his family.

Summary

They processed approximately the same weight of film (10.3 million pounds) during 2004, having recognized 3% more silver. The processing differences appear to give rise to them having a comparable cost to process of about $300,000 greater than ours. Approximately 2/3rds of that difference appears to be made up by a cost for Furnace processing. Since a tenant to our preliminary evaluation is a one-third allocation of our G&A category ($500,000) to silver and beyond that there are multiple allocations in our numbers as between Silver and UnPET, the differences appear insignificant in determination of the preferable site. What is more to the point in such a determination is comfort that either site can handle the increased (doubled) processing.

MEMORANDUM

While the issues highlighted above still need be considered, and subject to our view on the deteriorating affect of increased dry view films on the overall business (certainly as such what impact acceptable pricing, the continued pursuit of a combination of interests appears prudent).

12:08 PM
06/21/05
Accrual Basis

United Resource Recovery Corporation
Profit & Loss by Class
January through December 2004

	G&A	Silver business	DMS	
Ordinary Income/Expense				
Income				
4000 · Sales				
4100 · UnPET Sales				
4110 · Pet Fines	0.00	0.00		
4120 · Pet Flake - Q3	0.00	0.00		
4140 · Glycol - UnPet	0.00	0.00		
4150 · Toll Processing SEC	0.00	0.00		
4151 · Toll Processing Other	0.00	0.00		
4160 · Polypropylene Flake	0.00	0.00		
4170 · Unbilled Finished Goods	0.00	0.00		
4192 · Returns and allowances	0.00	0.00		
Total 4100 · UnPET Sales	0.00	0.00		
4200 · Silver Business Sales				
4240 · X-ray Silver Sales	0.00	9,099,316.92	10,032,513.99	
4241 · Sorting charges	0.00	92,155.62	107,843.97	
4260 · Film Flake Sales	0.00	1,328,907.14	1,453,379.88	
4261 · Misc Paper Sales - Silver	0.00	2,963.71		
4262 · Misc Metal Sales - Silver	0.00	237,213.10		
4270 · Refining Charge	0.00	674,858.72	-697,765.26	
4200 · Silver Business Sales - Other	0.00	-23,586.36		
Total 4200 · Silver Business Sales	0.00	11,411,828.85	10,895,972.58	
4400 · License Sales				
4410 · Engineering Management Fees-Mex	119,666.00	0.00		
Total 4400 · License Sales	119,666.00	0.00	0.00	
4500 · Miscellaneous Sales.	0.00	180.67		
Total 4000 · Sales	119,666.00	11,412,009.52	10,895,972.58	
4900 · Other Income				
4910 · Interest Income	2,023.27	0.00		
4999 · Uncategorized Income	2,819.06	0.00		
Total 4900 · Other Income	4,842.33	0.00		

12:08 PM
06/21/05
Accrual Basis

United Resource Recovery Corporation
Profit & Loss by Class
January through December 2004

	G&A	Silver business	DMS		
Total Income	124,508.33	11,412,009.52	10,895,972.58		
Cost of Goods Sold					
5000 · Cost of Goods Sold					
5100 · Raw Material					
5110 · Chemicals	0.00	127,105.18	207,313.50		
5120 · Freight In	0.00	200.00			
5130 · PET Bottles	0.00	0.00			
5136 · SEC Dirty Grnd Flake	0.00	0.00			
5140 · Silver	0.00	6,777,847.72	6,530,227.92		
5142 · Film	0.00	34,104.59			
5143 · Outside Toll Processing	0.00	696.24			
5145 · Freight in on silver film	0.00	105,021.03			
5100 · Raw Material - Other	0.00	0.00			
Total 5100 · Raw Material	0.00	7,044,974.76	6,737,541.42		
5200 · Direct Labor					
5210 · Hourly wages	0.00	243,438.68	252,420.69		
5211 · Hourly Overtime	0.00	46,818.27			
5212 · Hourly Direct Shift Premium	0.00	7,000.19			
5213 · Part-time Sorting	0.00	102,321.34	107,843.97		
5214 · Six Week Temp Direct Labor	0.00	6,400.68			
5215 · Production Bonus-Silver	0.00	12,500.00			
5216 · Production Bonus-UnPET	0.00	0.00			
5217 · Vacation Hourly	0.00	4,102.40			
Total 5200 · Direct Labor	0.00	422,581.56	360,264.66		
5300 · Manufacturing Overhead					
5310 · Indirect Labor (M&R)	0.00	72,492.45			
5311 · Indirect Overtime Expense (M&R)	0.00	12,849.23			
5312 · Hourly Indirect Shift Premium	0.00	948.69			
5320 · Contract Labor	0.00	52,558.65	11,854.68		
5330 · Maintenance & Repairs			34,357.74		
5332 · Silver Film Expenses	0.00	82,181.26	182,670.49		
5333 · Silver Outside Services	0.00	1,041.08	181,628.70		fines burned- silver ash back

United Resource Recovery Corporation
Profit & Loss by Class
January through December 2004

	G&A	Silver business	DMS	
5334 · UnPET Expenses	0.00	241.50		(18 trucks- costs $10M per trucl
5335 · UnPET Outside Services	0.00	0.00	27,156.00	Grinder& scale expense
Total 5330 · Maintenance & Repairs	0.00	83,463.84	425,812.93	
5340 · Depreciation	0.00	-57,163.00	83,738.17	
5350 · Equipment Rental	0.00	630.38	846.55	
5351 · Equipment Lease	0.00	9,142.00	44,809.13	
5360 · Freight in for supplies	0.00	1,115.86		
5370 · Insurance - Casualty	0.00	27,589.43	10,595.00	
5375 · Insurance - Workers' Comp	0.00	-9,942.62	19,279.16	
5390 · Supplies				
5392 · Boxes & Pallets	0.00	3,506.83	264.42	
5394 · Laboratory	0.00	3,290.77	6,506.95	
5395 · Supplies-UnPet	0.00	244.41		
5396 · Supplies-Silver	0.00	19,022.23	36,998.75	
Total 5390 · Supplies	0.00	26,064.24	43,770.12	
5300 · Manufacturing Overhead - Other	13.11	9,369.06	32,858.85	
Total 5300 · Manufacturing Overhead	13.11	229,118.21	673,564.59	
5400 · Utilities			197,087.37 *	est - recorded as 394M
5410 · Electric	0.00	93,678.48		claimed 50% attrib to ovens
5420 · Gas	0.00	100,676.41	14,006.06	and to be replaced flatbed dryer
5430 · Sewer	0.00	22,431.12		
5440 · Trash	0.00	20,027.27		
5450 · Water	0.00	62,214.14	3,077.37	
Total 5400 · Utilities	0.00	299,027.42	214,170.80	
5700 · Freight out	1,063.58	395,481.89	365,283.93	
5000 · Cost of Goods Sold - Other	0.00	-2,641.18		
Total 5000 · Cost of Goods Sold	1,076.69	8,388,542.66	8,350,825.40	
Total COGS	1,076.69	8,388,542.66	8,350,825.40	
Gross Profit	123,431.64	3,023,466.86	2,545,147.18	

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06/21/05
Accrual Basis

United Resource Recovery Corporation
Profit & Loss by Class
January through December 2004

	G&A	Silver business	DMS	
Expense				
6000 · Manufacturing Expenses				
6010 · Manufacturing Salaries & Wages				
6011 · Manufacturing Salaries	423.56	508.59		
6012 · Manufacturing Management	133,102.56	204,767.51	153,000.00	
6014 · Overtime -Plant overhead	0.00	0.00		
6010 · Manufacturing Salaries & Wages - Other	-90,687.78	0.00		
Total 6010 · Manufacturing Salaries & Wages	42,838.34	205,276.10	153,000.00	
6020 · Bonuses	-25,000.00	0.00	58,690.00	
6060 · Travel Manufacturing	0.00	1,200.45	0.00	
Total 6000 · Manufacturing Expenses	17,838.34	206,476.55	211,690.00	
7000 · G & A Expense				
7010 · Bonuses	231,489.83	23,172.72	4,485.91	401K
7020 · Corporate Salaries	645,551.03	1,489.08	212,354.22	
7030 · Commissions	0.00	237.51	9,200.20	Misc Sales Exp
7040 · Payroll Taxes			54,442.63	
7042 · FICA Taxes	46,815.64	54,049.76		
7044 · FUTA Taxes	-628.81	1,707.18		
7046 · SUTA Taxes	3,141.58	7,255.54		
Total 7040 · Payroll Taxes	49,328.41	63,012.48	54,442.63	
7050 · Insurance - Group	24,703.53	37,565.38	54,816.76	
7060 · Professional/Consulting Fees	238,230.34	3,757.55	31,249.40	
7080 · Outside Services/Tests	3,749.10	18,760.07	16,722.73	
7090 · Travel - Corporate	147,729.16	0.00	21,257.10	
7095 · Dues, Fees, Promotions	1,300.00	0.00	0.00	
7100 · Office Expense				
7102 · Computer	10,511.08	625.94	11,536.62	
7104 · Other Office Expense	32,671.77	-1,650.95	22,010.53	
7106 · Postage	281.20	0.00	1,940.66	
Total 7100 · Office Expense	43,464.05	-1,025.01	35,487.81	
7120 · Telephone	9,383.53	5,116.64	14,408.90	

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06/21/05
Accrual Basis

United Resource Recovery Corporation
Profit & Loss by Class
January through December 2004

	G&A	Silver business	DMS	
7130 · Permits/License Fees	1,635.00	1,552.50	2,128.72	
7140 · Amortization Expense	0.00	380.70	107,250.00	ADJ Lease
7180 · Property taxes	687.57	14,410.83	25,085.38	
Total 7000 · G & A Expense	1,397,251.55	168,430.45	588,889.76	
7999 · Uncategorized Expenses	5,847.84	0.00	7,763.10	
Total Expense	1,420,937.73	374,907.00	808,342.86	
Net Ordinary Income	-1,297,506.09	2,648,559.86	1,736,804.32	
Other Income/Expense				
Other Income			-33,923.20	
7998 · Gain on sale of asset	0.00	562.00		
Total Other Income	0.00	562.00	-33,923.20	
Other Expense				
7200 · Bad debt Expense	0.00	12,118.41	12,039.55	
8600 · Interest Expense	182,986.63	27,084.81	35,133.95	
8700 · Late fees	7,326.00	0.00	11,047.06	
Total Other Expense	190,312.63	39,203.22	58,220.56	
Net Other Income	-190,312.63	-38,641.22	-92,143.76	
Net Income	-1,487,818.72	2,609,918.64	1,644,660.56	

EXHIBIT J

08-0888

Subject: Re: DMS
From: "Carlos Gutierrez" <cgutierrez@urrc.net>
Date: Thu, 8 Sep 2005 23:12:33 -0400
To: "John W. Kohut" <ramko@earthlink.net>, "John Drew" <jdrew9999@yahoo.com>, "Gerry Fishbeck" <gfishbeck@urrc.net>
CC: "John C. Gutierrez" <jcgutierrez@charter.net>, "Boo Hayes" <bhayes@urrc.net>

I talked to the BB&T and they are willing to remove the lien of the equipment in order to do the JV (which is getting more complicated every minute) in exchange for pledging the shares that URRC will own of the JV...

Gerry feels that we can get, or we need to get, revenues of 30,000 per week and lease back the equipment from United DMS LLC at a rate of $3K per month.

BB&T will need to see the new projections of the LLC and the new revenues of URRC that will include the monies that URRC will get from the LLC very month... JK... lets discuss in the morning...

We discussed the personal guarantees with Mike and Chuck, and they agreed to have the company guarantees and not the shareholders.... in the event of the JV the rent will be guarantee by both URRC and DMS...

I have a question:

If the JV gets 1.5 Million from each partner and each partner gets it back.... at the end of 3 years the shareholders of the JV will get 4.5 Million, if at that time we want to buy the DMS part how much will it cost us....

on the other hand, if we purchase it now, we pay the shareholders of DMS the 4.5 million over three years and then we own it..... what am I missing ??? same amount of money spend and the JV..........?

Carlos

----- Original Message ----- From: "John W. Kohut" <ramko@earthlink.net>
To: "Carlos Gutierrez" <cgutierrez@urrc.net>; "John Drew" <jdrew9999@yahoo.com>; "Gerry Fishbeck" <gfishbeck@urrc.net>
Sent: Thursday, September 08, 2005 5:25 PM
Subject: DMS

> Gentlemen,
>
> Attached herewith is the LOI with my comments in red (with some highlighting in yellow).
>
> Leaving aside the issues contained therein - a summary of my read of this document is it makes little sense to joint venture unless we truly believe our business will fall off a cliff (and hence we are buying into a cash flow which arguably will be greater than we would receive alone).
>
> Please note that under the joint venture option - URRC must get BB&T to release the existing lien on Silver assets and then URRC shareholders will need to personally guarantee certain obligations of Newco. This includes the new bank debt of Newco. Accordingly, if one of the reasons to look at the joint venture is to avoid the personal guarantees that would be required if we borrowed money from BB&T to close, under this layout, it would not appear that we've avoided guarantees. The guarantees assumedly would not be several and as such conceivably would be less...(but likewise cash flow would be less). Also under this

construction a 50-50 joint venture where the CEO of newco is Reeves (who will continue to be a partner with other DMS shareholders in the smelting operation), the control of the combined operation will likely be under the existing DMS shareholders. Hence URRC shareholders would have guarantees standing behind the operations they no longer control. In fairness, Mike does appear competent and in fact the partnership with their existing shareholders might work out extremely well. This transaction would look to replace their one shareholder with us - who brings additional film volume to the table. All-in-all, it would appear that the reasons to enter into this joint venture would be to get out of the business - free up Spartanburg and contemplate a material fall off in our business.

One other thing that bothers me...they appear to be willing to do a joint venture with us without performing any due diligence on us...(???)

I would suggest we consider speaking to BB&T about funding the $3-$3.5million funding at the end of six months (details previously given to Boo), with an agreement that to the extent the $15 million is raised, and if the loan is funded, there will be no personal guarantees. We would likely pay some fee to keep it available to us for the six month period. I would suggest we likewise discuss our conclusions with Founders. Please remember we were to work with them to come up with the buy/sell - joint venture analysis.

Thoughts???

B.R.,"K"

EXHIBIT K

D-0854

Subject: Re: Fw: Purchase Agreement
From: "John W. Kohut" <ramko@earthlink.net>
Date: Wed, 21 Sep 2005 16:58:31 -0400
To: Carlos Gutierrez <cgutierrez@urrc.net>
CC: "Gerry A. Fishbeck" <gfishbeck@urrc.net>, "Barbara H. Gutierrez" <bgutierrez@charter.net>

Carlos,

Quick read ...

The document contains three exhibits; **A**: the assets we're buying, **B**: the assets excluded from the sale ??? (other than those like receivables specifically excluded in the document), and **C**: the asset allocation. All exhibits are blank and I can't even find a reference to exhibit C. So the document doesn't, specifically say what we're buying (or what they're keeping) but it does say that we buy where is - as is, with no representation that machines work.

Having said that, the document sells the assets listed on Exhibit A for $3.5 million represented by a secured note (requiring a full security agreement covering all assets purchased). The note must then be guaranteed by <u>each</u> shareholder and there is no requirement that they move on the collateral before moving on the guarantees.

The consulting agreements will be entered into with each partner and will total $559,911.84 per annum in each of three years. The consulting agreement (executed at closing) will have a provision that the consulting agreement cannot be terminated as to payment of compensation, for any reason. Payments under the consulting agreements are required to be guaranteed by <u>each</u> shareholder of URRC.

There is a cross default provision between the notes and the consulting contracts.

Our right of first refusal on the smelting assets only kicks in after January 1, 2007 and hence if the owners sell in 2006, we have no such right. Likewise we agree (without apparent end) to process 50% of the silver bearing ash through their smelter.

Default by us allows Reeves to terminate his contract...and if for any reason he's not in charge, we have 60 days to hire a replacement reasonably satisfactory to sellers...if not they can accelerate the notes and payments under the consulting contracts.

Risk of loss...If the plant should burn down or be damaged by other casualty, we must close with them anyway . They would be required to turn over whatever insurance proceeds there are if any. They do agree to keep current coverage in place but there's no mention that the coverage adequately covers anything. Risk of loss from the point of execution (not closing) of this agreement appears to be ours.

Aside from that - it looks good. Seriously. I have to run off to physical therapy. If you would like me to change wording - let's talk tonight and I'll re-draft. Should be home after 7:00.

B.R.,"K"

Carlos Gutierrez wrote:

0-0859

Here is the LOI (converted to an asset purchase agreement by DMS)...

I have not read it yet, so please give me your comments .....in a hurry...

I do not want to send it to Founders until our lawyers agree that it does not need any modifications....

Carlos

----- Original Message -----
From: Mike Reeves
To: 'Carlos Gutierrez'
Sent: Wednesday, September 21, 2005 3:00 PM
Subject: Purchase Agreement

Carlos,
Please find attached the purchase agreement. Sorry for the delay. You can reach Chuck 865-388-2418 or Ron 865-388-2421 for any questions or comments.

Regards,

Mike..

Mike Reeves
DMS of Tennessee, Inc.
3006 E. Industrial Parkway
Knoxville, TN 37921
w. (865) 637-2560 x203
f. (865) 521-6933
c. (865) 388-4387

EXHIBIT L

03-0827

Subject: Re: Fw: Revised APA and Initial Drafts
From: "John W. Kohut" <ramko@earthlink.net>
Date: Mon, 26 Sep 2005 12:17:03 -0400
To: Carlos Gutierrez <cgutierrez@urrc.net>
CC: "Frank C. Williams" <fwilliams@lwtm.com>, "Gerry A. Fishbeck" <gfishbeck@urrc.net>, Boo Hayes <bhayes@urrc.net>, "John C. Gutierrez" <jcgutierrez@charter.net>, "Barbara H. Gutierrez" <bgutierrez@charter.net>, Bill Adams <badams@urrc.net>

Carlos,

Quick read says they have adopted just about everything we put in. Couple of issues and points of response.

They have amended our South Carolina LLC to be a Tennessee LLC. I believe this is what we should be doing for tax reasons but was unaware we had changed...

They have changed the interest rate on the notes once again. The original deal was for 6%. The last iteration it was 7.5%. This document reads 8.53%. This may be trying to make up for that level of purchase price being put under consulting agreement but I think it's worth complaining about...it's about $100,000 more expensive than the prior draft. In that regard, the loan is being set up much as like a mortgage so we will pay equal monthly payments covering both principal and interest.

Section 4(d) calls for the execution of non compete agreements (for five years) by the Purchaser, URRC and its shareholders. As worded none of the above can be in the film washing business. We somehow need to limit the non compete to silver laden film or our ability to use our equipment for cinematographic films or Mitsubishi would be prohibited. It would likewise limit our ability to sell our equipment to anyone other established industry participants since we would be unable to consult, even in the short term.

Without affecting compensation under the consulting agreements, we should probably put in some language allowing us to pre-pay the note (security won't be released until after the consulting contract has run it's course).

The security agreement and pledge of stock have to do with assets purchased. Accordingly there is no release of assets required by BB&T - therefore technically no approval but I think the agreement is clean enough that with one change, we should give it to the bank to review. I would prefer not to have draft copies of this document circulated until the next (single) point is corrected.

Section 5 Consulting agreements have pretty well adopted our changes. Unfortunately they took the first payment and called it the guaranteed payment. As written I think you run the risk that a taxing authority would look at a "guaranteed payment" as "goodwill". I would suggest that we can give them what they want by contractually giving them a retainer for work to be performed - equal to the $500,000 that is currently called the guaranteed payment (We're somewhat agreeing to rename a horse, but I think there is precedent on retainers and incentive compensation on consulting contracts.)

Also in Section 5, they have changed the EBITDA targets which trigger their higher compensation to $3 million form the $4 million, we submitted. I think we should go back to them and re-argue the $4 million. The numbers they showed us, they had an EBIT of $2 million. Payments under the notes and

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consulting agreement should average less than $2 million, so if we had to buy off on $3 million, we could but arguing $4 million would probably bring us to $3.5 million.

Their version originally said that as long as notes are outstanding we will use their smelter for at least half of our silver bearing ash. We have added the condition that they must be competitive. This version comes back and attempts to define competitive as what 3 different alternatives define as price. This sounds like a lawyer attempting to be fair to his customer but I believe it impracticable. If there is one person out there who can handle a volume on better terms - that should govern. The paperwork in their solution would be prohibitive. Since we're focused on this and we have internally expressed concern that Mike will favor their smelters to Kodak's alternative, we probably should put in wording that the decision of who to use will be made in our sole discretion, based on our reasonable review of the alternatives.

I have taken a quick look at the security agreement. It is as tight an agreement as I've seen totally written their way. All things considered they probably deserve most of it but it does need to be lightened up to allow for the normal business of the company and to prevent capricious acts on their part. I will look at the consulting agreements and note and as necessary will revert.

One pretty important piece missing from all of this is the employee agreement for Mike. There would not appear to be enough time to have a normal closing. As we get close, someone will invariably suggest nailing down things sufficiently to transfer risk (hence for tax purposes, the closing is held) with the balance to be agreed, after the fact adjustments. That can be accomplished but Mike is too integral to the deal to not have him nailed down before agreeing to any tax close. Other issues that would need be in place would be things like insurance and our ability to operate.

If you'd like me to do anything, please let me know.

"K"

Carlos Gutierrez wrote:

> Frank,
>
> As mentioned to you, this is the response from DMS TN at the modifications that we made....
>
> I have not read any of them.
>
> Carlos
> ----- Original Message -----
> **From:** Mike Reeves
> **To:** 'Carlos Gutierrez'
> **Sent:** Monday, September 26, 2005 9:28 AM
> **Subject:** FW: Revised APA and Initial Drafts
>
> Carlos,
> Here is the final asset purchase agreement along with the other documents pertaining to the agreement. Please review and get back to me ASAP. I will let you get through this and forward the bullet points for my employment agreement later.
>
> Mike..

G-0827

Mike Reeves
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-----Original Message-----
From: Doug Campbell [mailto:mdouglascampbelljr@yahoo.com]
Sent: Sunday, September 25, 2005 10:36 PM
To: Ron Holcomb; mreeves@dmsoftn.com
Subject: Revised APA and Initial Drafts

Please review attached revised APA. Others are DRAFTS. Please review numbers on Consulting Agreements - It's late!